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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **RFA(COMM) 467/2025 & CM APPL. 49253/2025**

BIO VEDA ACTION RESEARCH COMPANYAppellant

Through: **Mr. Vipin Nandwani, Adv.**

versus

DMS PROJECTS PVT. LTD.

.....Respondent

Through: **Mr. Kailash Chandra, Adv.**

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

% 16.10.2025

1. The present appeal under Section 13 (1A) of the Commercial Courts Act, 2015 read with Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) against the judgment and decree dated 06th June, 2025 passed by the learned District Judge, Commercial Court-06, Central District, Tis Hazari Courts, Delhi in CS(COMM) No.142/2020.

2. *Vide* the said judgment, the Commercial Court decreed the claim of the respondent/plaintiff/decree holder as under:

"WHEREFORE,; IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the defendant shall pay the Plaintiff the total sum of Rs.46,36,633.47/- (Rupees Forty Six Lakhs Thirty Six Thousand Six Hundred Thirty Three and Forty Seven Paise only). The plaintiff is also entitled to interest at the rate of 6% per annum on the decretal amount from the date of filing of the suit until the date of



actual realization. Cost of the suit is also awarded in favour of the plaintiff.”

3. The aforesaid judgment has been assailed in the present appeal on various grounds as referred to in the memo of appeal.

4. In response to the Court's query, a categorical statement is made by the learned counsel appearing for the appellant/judgment debtor that entire decretal amount is deposited before the Executing Court.

5. The parties were referred to mediation and it appears that the efforts made by mediators were not fruitful. However, during hearing, it was agreed between the parties, on instructions from their respective clients, that the appellant shall pay an amount of Rs. 51,00,000/- out of the amount deposited with the Executing Court towards full and final satisfaction of the decree, and the remaining amount is permitted to be withdrawn by the appellant/judgment debtor.

6. The learned counsel appearing for the respondent/decreed holder has, on instructions from the decree holder, consented that he is willing to settle the entire claim in case if he is permitted to withdraw the amount of Rs. 51,00,000/- out of the total amount deposited before the Executing Court in the matter of execution of the decree in question i.e. dated 06th June, 2025 delivered in CS(COMM) No.142/2020.

7. We are informed that the amount deposited before the Executing Court is in the form of an FDR. As such, in our opinion, it would be appropriate, as agreed between the parties, to permit the decree-holder to withdraw an amount of Rs. 51,00,000/- out of amount deposited through such FDRs along with the accrued interest. The Executing Court shall facilitate the said withdrawal in favour of the respondent/decreed-holder at the earliest.



8. Needless to clarify that the balance amount, if any, after the payment of the amount of Rs. 51,00,000/- to the respondent/decreed holder is permitted to be withdrawn by the appellant/judgment debtor.
9. The appeal, as such, stands disposed of *as settled* in the above terms.
10. Needless to state, since the claim has not been adjudicated on merits, it shall be open to the appellant to apply to the Registrar for a refund of the Court fees, as admissible.

NITIN WASUDEO SAMBRE, J

ANISH DAYAL, J

OCTOBER 16, 2025

ab/sk